

Block \_\_\_\_\_ .

# **AGREEMENT COVENANT**

**AGREEMENT** made this\_\_\_\_\_ day of\_\_\_\_\_ by and between  
\_\_\_\_\_ of \_\_\_\_\_ in the  
City of Stamford, County of Fairfield and State of Connecticut (hereinafter  
referred to as "Owner"); and the **CITY OF STAMFORD**, a municipal corporation  
lying within the County of Fairfield and State of Connecticut, acting herein  
by its duly authorized Mayor, Michael A. Pavia (hereinafter referred to as  
the "CITY"), the **ENVIRONMENTAL PROTECTION BOARD OF THE CITY OF STAMFORD**,  
acting herein by its duly authorized Chairman, Gary Stone (hereinafter  
referred to as the "EPB").

## WITNESSETH

WHEREAS, OWNER has commenced the planning and construction of a new  
\_\_\_\_\_ on  
land owned by it and as more particularly described on Schedule "A" annexed  
hereto and made of part hereof (hereinafter referred to as the "Property");  
and

WHEREAS, certain drainage facilities ("Drainage Facilities"), including  
but not limited to \_\_\_\_\_ as  
more particularly described on Schedule "B" attached (the "Construction  
Plans") shall be installed in connection with the aforesaid construction and  
in accordance with the Construction Plans and \_\_\_\_\_ Permit  
No. \_\_\_\_\_ issued by the \_\_\_\_\_ Board of the City  
of Stamford ( \_\_\_\_\_ ) issued therefore,

("Permit") and;

WHEREAS, OWNER, the CITY and EPB share a joint concern that the Drainage Facilities be maintained in a functioning condition so as to avoid pollution of surface and groundwaters, flooding and/or improper drainage.

NOW, THEREFORE, in consideration of ten dollars and other good and valuable consideration receipt of which is hereby acknowledged by the OWNER, it is hereby agreed as follows:

- 1) OWNER shall clean the drainage facilities or cause such facilities to be cleaned by periodic removal of accumulated sediment and debris in a good and workman-like manner, at least two (2) times during every twelve (12) month period, which times shall be in the period between April and June and between October and December and more often as the City may determine to be necessary.
- 2) OWNER shall sweep, or cause to be swept, garage facilities, driveways and roadway surfaces located on the Property at least once per calendar quarter.
- 3) OWNER shall utilize only sand or calcium chloride in connection with the de-icing of areas within the Property meaning and intending that road salt (Sodium Chloride) shall not be used for said purpose.
- 4) OWNER shall repair or replace any defects or defective drainage

facilities so as to maintain the drainage facilities, at all times, in a fully functional capacity.

- 5) OWNER shall file as-built drainage plans with the EPB immediately upon the completion of work. Said plans shall be prepared by a professional engineer/surveyor registered in the State of Connecticut.
- 6) OWNER grants the CITY and/or EPB, its agents, and employees, the right to enter the Property at all reasonable times upon twenty-four (24) hours notice to the OWNER for the purpose of inspecting the Property to determine if OWNER is complying with the requirements hereunder. A representative of the Owner shall have the right to accompany the City and/or EPB on their inspection of the Property.
- 7) If, after an inspection is made pursuant to Paragraph Six (6) hereof, the CITY and/or EPB determines that the owner has failed to comply with the aforesaid undertakings, then the CITY and/or EPB shall give written notice of said determination to the then OWNER of the Property which notice shall also specify the said failure. Said notice shall be sent by registered or certified mail to the last known address of said Owner. If the Owner disputes the claim, he shall give written notice thereof to City and/or EPB within ten (10) days of receipt of said notice, and the EPB shall hold a hearing as promptly as possible to decide the merits of the disputed claim. If the claim is not disputed within said ten (10)

days, the OWNER shall have thirty (30) days from the receipt of said notice to correct said failure, unless it is impossible to cure said defect within said time, in which case, the necessary repairs shall be immediately commenced and diligently pursued to completion within a reasonable time.

- 8) If the said failure is not remedied within the time frame herein stated, the CITY and/or EPB may proceed to cure the same and charge the actual cost thereof to the OWNER of the Property.
- 9) OWNER agrees to reimburse the CITY and/or EPB for reasonable legal fees and court costs if it becomes necessary for the CITY and/or EPB to sue for reimbursement of sums expended by the CITY and/or EPB in performance of OWNER'S obligation.
- 10) OWNER agrees and covenants to indemnify and save harmless the CITY and the EPB against any and all claims, suits, actions or judgments arising out of the delay in the performance of any of their obligations pursuant to this Agreement.
- 11) OWNER agrees that this covenant and restriction shall apply to and run with the land. It shall be binding on all future owners, administrators, executors, successors and assigns.
- 12) The OWNER hereby represents to the CITY and EPB that he/she is the owner, in fee simple, of all of the property described in "Schedule A" attached hereto and made a part hereof.

- 13) OWNER agrees that this Agreement and restrictive covenant upon execution of the same, shall be recorded on the land records at the OWNER'S expense at the time that a permit is issued for the Property herein and while the OWNER is in title.
- 14) OWNER agrees not to assert the invalidity of this document.
- 15) OWNER agrees that nothing herein shall be construed to be a limitation upon the right of the EPB to assert and enforce any rights it may have under federal, state or City statute, ordinance or regulation.
- 16) This agreement shall be governed by the laws of the State of Connecticut.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals, the day and year first above written.

WITNESSED:

\_\_\_\_\_  
**THE CITY OF STAMFORD**

BY: \_\_\_\_\_

\_\_\_\_\_  
Michael A. Pavia  
Its duly authorized Mayor

(ACKNOWLEDGEMENT ON THE FOLLOWING PAGE)

\_\_\_\_\_  
**THE ENVIRONMENTAL PROTECTION BOARD**

\_\_\_\_\_  
BY: \_\_\_\_\_

Gary Stone  
Its duly authorized Chairman

\_\_\_\_\_  
**OWNER**

\_\_\_\_\_  
BY: \_\_\_\_\_

\_\_\_\_\_  
**OWNER**

\_\_\_\_\_  
BY: \_\_\_\_\_

STATE OF CONNECTICUT}  
                                  } ss: STAMFORD  
COUNTY OF FAIRFIELD }

Date: \_\_\_\_\_

Personally appeared Michael A. Pavia, Mayor of the City of Stamford,  
signer and sealer of the foregoing instrument, and acknowledged the same to  
be his free act and deed and the free act and deed of said City, before me.

\_\_\_\_\_  
Commissioner of the Superior Court  
or Notary Public

Date: \_\_\_\_\_

Commissioner of the Superior Court  
or Notary Public

Date: \_\_\_\_\_

Commissioner of the Superior Court  
or Notary Public

**SCHEDULE "A"**

**SCHEDULE "B"**